

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

LUMETIQUE, INC.,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CASE NO. 2:12-CV-0047-JRG
	§	
STONE DISTRIBUTORS, INC.,	§	
	§	
<i>Defendant.</i>	§	
	§	

DEFAULT JUDGMENT


Before the Court is Plaintiff Lumetique, Inc.'s Motion for Default Judgment (Dkt. No. 7). Plaintiff seeks a default judgment of liability in this case and an award of actual damages in the amount of \$1,053,000.00. Plaintiff also seeks an award of attorneys' fees in the amount of \$5,590.70 as well as pre-judgment interest. Having considered the matter, the Court has determined that Plaintiff's motion should be and hereby is **GRANTED**.

It is **ORDERED, ADJUDGED AND DECREED** that Defendant Stone Distributors, Inc. has defaulted in this case and has consequently admitted the allegations in Plaintiff's current complaint. It is therefore **ORDERED, ADJUDGED AND DECREED** that Plaintiff Lumetique, Inc. have and recover **JUDGMENT** against Defendant Stone Distributors, Inc., as follows:

1. Actual damages in the amount of \$1,053,000.00; and
2. Pre-judgment interest to be calculated and applied as set forth in Plaintiff's Notice of Pre-Judgment Interest (Dkt. No. 9);
3. Attorneys' fees and associated expenses in the amount of \$5,590.70; and

4. Post-judgment interest at the prime rate as published in the Money Rate section of the Wall Street Journal on all sums awarded from the date of this **FINAL JUDGMENT** until paid and fully discharged; such post-judgment rate to float and vary with each and every change in said prime rate.

So ORDERED and SIGNED this 4th day of September, 2014.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE